

Nashua-Plainfield CSD Educ. Support Staff Assn.

7/1/2005 6/30/2008

NASHUA-PLAINFIELD COMMUNITY SCHOOL DISTRICT

EDUCATIONAL SUPPORT STAFF MASTER CONTRACT

July 1, 2005 – July 30, 2008

NASHUA-PLAINFIELD COMMUNITY SCHOOL DISTRICT
SUPPORT STAFF MASTER CONTRACT

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ARTICLE 1 – DEFINITIONS

- 1.01 “Employer” of “Board” means the Board of Education of the Nashua-Plainfield Community School District, or its duly authorized representatives.
- 1.02 “Employee” means all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) in Case Number 5765 (1997).
- 1.03 “Association” means the Nashua-Plainfield Educational Support Staff Association, an affiliate of the Iowa State Education Association and the National Education Association.
- 1.04 “Supervisor” means any individual as defined by Section 20.4 of the Code which reads:
“Supervisory employee” means any individual having authority in the interest of the public employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other public employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. All school superintendents, assistant superintendents, principals and assistant principals shall be deemed to be “supervisory employees.”

ARTICLE 2 – GRIEVANCE PROCEDURE

- 2.01 A grievance shall mean only a complaint that there has been a alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement
- 2.02 Every employee covered by this Agreement and the Association shall have the right to present grievances in accordance with these procedures.
- 2.03 The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the Employer’s failure to render a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 2.04 It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or the Association shall be conducted so as to result in minimal interference with or interruption of the work activities of the grieving employee.
- 2.05 The grievant or Association’s duly authorized representative may be present at any grievance meeting or hearing. The Employee or Employer may have a representative present to represent him/her at any step of the grievance procedure.
- 2.06 A. First Step:
An attempt shall be made to resolve any grievance in an informal, verbal discussion between the complainant and his/her supervisor.

B. Second Step:

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within ten (10) school days after receipt of the grievance.

C. Third Step:

In the event a grievance has not been satisfactorily resolved at the second step, the grievant of the Association shall file, within ten (10) school days of the supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the grievant and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the employee, the employee's supervisor and the duly authorized representative of the Association.

D. Fourth Step:

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a notice on behalf of the Association and the grievant to the Superintendent within thirty (30) calendar days from receipt of Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within (10) school days, then PERB will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services shall be divided equally between the School District and the Association.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

2:07 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Schedule A of this agreement shall be used to file and record grievances.

2.08 Summer grievances will define school day as a week day excluding legal holidays.

ARTICLE 3 – DUES DEDUCTION

3.01 Authorization

Any employee who is a member of the Association may sign and deliver to the Business Manager an assignment authorizing payroll deduction of annual unified Association dues. The payroll deduction will not include collection of initiation fees, special assessments, back dues, fines or similar items. The Association will be responsible for providing the necessary authorization forms and informing the members of the dues deduction system.

3.02 Regular Deduction

Requests for dues deduction must be filed in writing with the Business Manager within five (5) days after the start of school. The Business Manager shall deduct 1/10th of the total annual dues from the regular salary check of the employee each month for ten (10) months beginning in September and ending in June. The Association will advise the Board of the exact monthly amount of such regular membership dues to be deducted.

3.03 Termination of Dues Checkoff

The dues deduction will be considered to be a continuing authorization and may be terminated in accordance with PERB where a member may terminate the dues deduction at any time by giving thirty (30) days notice.

3.04 Authorization

The request for dues deduction shall include the signed statement that the “Member and the Association agree to indemnify and hold harmless the Board, each individual Board Member, and all administrators against any and all claims, costs, suits or other forms of liability and court costs arising out of this application of the provisions in the agreement between the parties for dues deductions.”

ARTICLE 4 – OTHER PAYROLL DEDUCTIONS

4.01 Monthly Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for annuities, all Insurance premiums approved in this Agreement, federal and state withholding taxes, IPERS, FICA, and ISEA Credit Union. Original annuities may be changed once a year.

ARTICLE 5 – LEAVES OF ABSENCE

5.01

Sick Leave

A. Accumulated Benefits

1. All employees covered by this Agreement shall be entitled to sick leave days in accordance with the following schedule as of the first day of each contract year whether or not they report for duty on that day.

First year of employment	ten (10) days
Second year of employment	eleven (11) days
Third year of employment	twelve (12) days
Fourth year of employment	thirteen (13) days
Fifth year of employment	fourteen (14) days
Sixth and succeeding years of employment	fifteen (15) days
2. Unused sick leave shall accumulate from year to year with a maximum Accumulation of ninety (90).
3. Employees recalled under the staff reduction provisions of this Agreement Shall be credited with all sick leave accumulated at the time of layoff plus the Current year's entitlement.
4. Sick leave may be taken in one-hour increments.
5. Employees may use sick leave for any personal non-elective medical or dental problem that requires an appointment scheduled during working hours.

B. Notification

Employees will be notified in writing of the number of sick days available to them for the current year on October 20 of that employment year.

C. Proof of Illness

In the event of a question regarding the illness of an employee requesting sick leave, the Employer may require a doctor's certification of the employee's expense unless the Employer requires additional confirmation by a physician of their choosing.

5.02

Jury and Legal

An employee called for jury service will notify the Employer within twenty-four (24) hours after notice of call to jury duty and suitable proof of jury service must be presented to the Employer. The employee will report to work within one (1) hour on any date when he/she is excused from jury duty during regular working hours. Employees will receive the difference between their regular pay and jury duty pay for the time they are excused from work for jury duty.

5.03

Bereavement

- A. In the case of death of spouse, child, parent, or sibling, the employee shall be granted leave without loss of pay for as many days, not to exceed five (5), as may be necessary.

- B. In the case of death of grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child, and permanent partner of employee's household, the employee shall be granted leave without loss of pay for as many days, not to exceed three (3), as may be necessary.
- C. In the case of death of aunt, uncle, niece, nephew, or cousin, the employee shall be granted leave without loss of pay for a period not to exceed one (1) day.

5.04 Other Temporary Leaves of Absence

The Employer, upon request, may grant employees temporary leaves of absence without pay. This decision shall be solely the Employer's.

The leaves of absence under the Article shall not be charged against accumulated sick leave of employees.

5.05 Leave for Serious Family Illness

- A. Each employee will be allowed five (5) days leave without loss of pay for sickness or injury in the immediate family. Immediate family is defined as "spouse, child, parent of the employee, or permanent member of the household of the employee."
- B. Family illness leave shall not accrue.
- C. Additional leave may be granted at the sole discretion of the Superintendent or his/her designee.
- D. Family Illness days will be deducted from the employee's sick leave.

5.06 Association Leave

The Association shall be granted a maximum of four (4) days of leave per year to transact association business. The Association will pay the cost of the substitutes required due to the absence of the member employees. The request for such days will be made in writing at least (3) days in advance. Administrative verification shall be in writing.

5.07 Personal Leave

- A. All employees covered by this Agreement shall be granted two (2) days of personal leave per year. All portions of unused personal leave will be carried over into the next year with a maximum of four (4) days being available to the employee in any one year. In all cases, a personal day shall be equivalent to an employee's contract workday.
- B. Personal days cannot be used during the first five (5) or the last five (5) student days of a school year or to extend the vacation days of Thanksgiving, Christmas, and Spring Break, unless it is beyond the employee's control. Notification will be provided to the administration three (3) days in advance, if possible.

5.08 Emergency Leave

If all personal days have been used, with administration approval, the employee may be granted up to two days emergency and unusual circumstance leave per year. Substitute pay will be deducted from the employee's pay.

ARTICLE 6 – HOURS

6.01 Work Week

- A. The week for pay purposes will commence at 12:01 A.M. on Sunday and end at midnight the following Saturday.
- B. The normal work week for most full-time and part-time employees shall be five (5) consecutive days, Monday through Friday.
- C. If there is an expectation of an employee's having to work on a weekend or in response to other circumstances which would cause him/her to exceed forty (40) hours in a given workweek, compensatory time will be scheduled prior to the extra hours earlier in the week in which those hours are to be worked. If the additional hours exceed the amount of compensatory time allowed said employee, and the employee works over forty (40) hours during the given workweek, either compensatory time at 1.5 times the amount over forty (40) hours or overtime at 1.5 times the employee's normal rate of pay will be utilized to compensate the employee. The employer reserves the right to determine whether the employee is allowed to take compensatory time or paid overtime. Approval for when the employee takes his/her compensatory time must be approved by the building principal.

Anytime that an employee works more hours than the employee's normal work day, those extra hours must be approved by the building principal. The building principal will then determine when the compensatory time can be taken during the week.

It is also understood that the use of compensatory time as described above may interrupt the normal flow of the employee's work during regularly scheduled hours. It is therefore further agreed that said employee will not be subject to censure if work completed during scheduled hours is delayed due to no fault of the employee.

- D. Vacation
Twelve-month employees who have served a full year (12 months) are entitled to two (2) weeks vacation in each of the following years with pay. Three weeks vacation per year is granted after ten (10) years of service, four (4) weeks vacation per year is granted after twenty (20) years of service, and (5) weeks vacation after thirty (30) years of service. Vacation time may not accrue from one year to the next.

6.02 Make-Up Days

It is understood that if make-up days are required due to school closings for weather or other unforeseen circumstances, employees shall work those days even though they extend beyond the dates set forth in the individual contracts.

6.03 Employee Hours

- A. Individual contracts for the subsequent employment year stating the number of days and hours per day to be worked as well as the rate of pay to be received will be issued to all employees who are members of the bargaining unit by May 30 of the current employment year. The District reserves the right to change the number of days and/or hours per day of an individual contract, provided, however, the affected employee will be allowed the

opportunity to discuss the change with the Superintendent and will be granted a minimum of two (2) weeks notice prior to the change taking effect for emergency situations.

- B. If, due to inclement weather or certified staff in-service, school is dismissed early, or a late start is called, employees will be allowed to work, or make up the hours. Each employee will keep proper documentation of such hours.

ARTICLE 7 – REDUCTION AND REALIGNMENT OF STAFF

7.01 Procedure

- A. In the event of layoff, the Employer shall first utilize attrition.
- B. The Employer will next lay off the least senior employee in the classification. Seniority shall be computed as one (1) year of seniority for each full year of employment as a support staff employee with the Nashua-Plainfield Community School District, whether consecutive or not, including all years of service with either the Nashua or Plainfield districts prior to their merger. Partial years of service shall be pro-rated.
- C. Employees shall be notified five (5) days in advance of a layoff unless the layoff is caused by unforeseen circumstances.

7.02 Recall

- A. Employee(s) on recall shall be recalled to any vacancy that occurs within the job classification that the employee was laid off from for a period of two (2) years from the date of the layoff.
- B. Employee(s) on recall shall be notified in writing by registered mail, return receipt requested or by personal delivery of recall and failure to report to work within five (5) calendar days shall be deemed a voluntary resignation by the employee. The position to which the employee is recalled to shall provide for pay for hours equal to or greater than the position from which the employee was laid off. If an employee accepts a position of less pay or hours, the employee shall maintain his/her recall rights.

7.03 Exception

- A. Employees currently do not work with special education students. If, during the term of this agreement, employees are required to work with special education students, the provisions of this section shall apply.
- B. An employee specifically hired to work with an individual special education student may have hours modified based on the needs of the individual special education student. Should the services of the employee no longer be required, based on student needs, the Employer shall notify the employee on recall without having to implement the procedure in Section 7.01 of this Article.

ARTICLE 8 – HEALTH AND SAFETY

8.01 Procedure

- A. Employees shall notify their immediate supervisor in writing of any alleged unsafe conditions within a department.

- B. The Employer will ensure, insofar as possible, safe working conditions for its employees pursuant to applicable law. In case of a bomb threat, no employee shall be required to make a search for it.

8.02 Equipment

The District shall provide all safety equipment required by law.

8.03 Physicals

Each employee shall show evidence of physical fitness when employed by the District as required by law. Any required physical shall be paid by the employee with the District contributing forty-five dollars (\$45.00) toward the cost. The District will pay \$95 toward a DOT physical every other year, unless the DOT requires a DOT physical on an annual basis and then the District will pay \$95 each year. Payment will be by check to the employee when the completed physical form is submitted to the District, and the expenditure has been approved by the Board.

ARTICLE 9 – EVALUATION PROCEDURE

9.01 Procedure

Employees shall be notified by September 15 of each year as to who will be their evaluator.

9.02 New Employees

An employee beginning a new job will be evaluated after thirty (30) days of work. All employees shall be evaluated at least every two (2) years. A copy of the evaluation will be given to the employee within one (1) week of completion.

9.03 Personnel File

Employees shall have the right to review the contents of their personnel file. Should an employee have closed college credentials within the file, such credentials only shall not be open to review. An employee shall have the right to respond in writing to any material placed in his/her personnel file, and such response shall be affixed to said material and shall become a part of said material.

A copy of all evaluations and any complaint placed in an employee's personnel file shall be given to the employee immediately.

9.04 Other Evaluation

Any evaluation, including but not limited to, any appraisal or assessment, concerning the competence, performance or conduct of an employee that forms, or is intended to form, the basis, in whole or in part, for any adverse personnel action against an employee shall be reduced to writing, summarizing the facts and conclusions pertaining to the competency, performance and conduct in question, and be immediately provided to the affected employee.

9.05 Right to Grieve

Any employee has the right to grieve any such evaluation, appraisal or assessment on the basis of it being unfair, unjust or inaccurate.

ARTICLE 10 – VOLUNTARY TRANSFER

10.01 Notification

- A. Every effort will be made to notify employees of positions available by posting such openings during the school year on the association bulletin board.
- B. Employees who desire a voluntary transfer to another duty shall file a written statement of such desire with the Superintendent. Such requests for transfer shall be submitted not later than March 1 for the succeeding year.
- C. Requests for new openings thereafter shall be submitted no later than ten (10) days after posting such positions

10.02 Limitation

Requests for voluntary transfer will not be refused for wholly arbitrary and capricious reasons. Should any grievance ever be pursued to arbitration under this provision of this section, the authority of the arbitrator shall be limited to deciding only whether there was lacking any non-arbitrary, non-capricious rationale for the denial of the transfer, and the arbitrator shall not be empowered to order any remedy should he/she find any such rationale to exist.

ARTICLE 11 – INVOLUNTARY TRANSFER

11.02 Definition

The involuntary movement of an employee to a different assignment or building shall be considered a transfer.

11.03 Notification

Notification of an involuntary transfer shall be in writing ten (10) days prior to the start of the school year unless circumstances require an immediate transfer and in that event the transfer shall be effective immediately.

11.04 Limitation

Involuntary transfer shall not be for wholly arbitrary and capricious reasons. Voluntary requests for transfer shall be considered by the administration before any involuntary transfer is made. Should any grievance ever be pursued to arbitration under the provision of this paragraph, the authority of the arbitrator shall be limited to deciding only whether there was lacking any non-arbitrary, non-capricious rationale for the transfer, and the arbitrator shall not be empowered to order any remedy should he/she find any such rationale to exist.

ARTICLE 12 – WAGES AND SALARY

- 12.01 For 2005-2006 each employee shall receive a raise a twenty cents (\$.20) per hour except that bus drivers shall receive a raise of ninety cents (\$.90) per day. For 2006-2007, each employee shall receive a raise of thirty-five cents (\$.35) per hour except that bus drivers shall receive a raise of one dollar and fifty cents (\$1.50) per day. For 2007-2008 each employee shall receive a raise of thirty (\$.30) cents except that bus drivers shall receive a raise of one dollar and thirty cents (\$1.30)

12.02 All extra bus trips will be paid at the following rates:

Hourly Bus Driver Rate for Activity Trips

Minimum total for list two (2) hours	seventeen dollars (\$17.00)
Succeeding hours	seven dollars (\$7.00)
Missed route	ten dollars (\$10.00)

Swimming Route sixteen dollars (\$16.00)

High School/Middle School/Elem. Shuttles
(includes both morning and afternoon) eighteen dollars (\$18.00)

Athletic Shuttles sixteen dollars (\$18.00)

Bus Drills and Bus Inspection ten dollars (\$10.00)

12.03 Employees beginning employment with the district shall be compensated in accordance with the salary amounts attached to this Agreement marked Schedule "B."

12.04 Employees not scheduled to work under contract who are directed to attend in-service will be paid at an hourly rate of \$5.50 with a minimum for any one instance of one (1) hour of pay.

12.05 Advancement – Any employee advancing in their department to a higher position and their contract wages exceed the starting wage for that position shall receive a \$.30 per hour raise.

ARTICLE 13 – INSURANCE

13.01 Insurance

A. Health and Major Medical

The Employer will make available to each full-time twelve (12) month employee a choice of the following two (2) health insurance policies with the following benefits.

Plan 1: Comprehensive \$100/\$200 – 80%/20% of \$2,000 – 90%/10% for Physician Office Visits Only, Deductible Waived, \$300 Per Visit Maximum with Mandatory Hospital Pre-Authorization (HIL)

Medical Insurance
(For Active Persons)
(For Retired Persons Under Age 65)

Plan 2: Comprehensive \$500/\$1,000 – 80%/20% of \$2,500 – 90%/10% for Physician Office Visits Only. Deductible Waived, \$300 Per Visit Maximum with Mandatory Hospital Pre-Authorization (HIL)

Medical Insurance
(For Active Persons)
(For Retired Persons Under Age 65)

*There must be a minimum of five (5) employees participating in this plan in order to offer it.

For each full-time (twelve month) employee, during the 2005-2006 contract year, the employer will pay the equivalent of the full cost of the employee coverage for Plan I or \$438.45 per month (whichever is the least amount.) or will pay up to a maximum of seventy percent (70%) of the premium for family coverage of Plan I for those employees electing family coverage or \$604.23 per month (whichever is the least amount.) In 2006 – 2007 there will be an additional thirty dollars (\$30.00) added to each of above figures, making the correct figures \$468.45 and \$634.23. In 2007-2008 there will be an additional thirty dollars (\$30.00) added making the correct figures \$498.45 and \$664.23.

The Employer reserves the right to change carriers at any time providing coverage shall not be reduced. The employer will give the Nashua-Plainfield Educational Support Staff Association notification prior to changing insurance carriers.

- B. Other employees covered by this Agreement who work at least twenty (20) hours per week may enroll in the group plan at their own expense but at the group rates.

- C. Long Term Disability

Each full-time and regular part-time employee covered by this Agreement shall be covered.

Maximum Benefit Period

Accident – To age 65 and/or to comply with ADEA Federal Guidelines

Sickness – To age 65 and/or to comply with ADEA Federal Guidelines

For each full-time and regular part-time employee, the premiums will be paid on the basis of Board seventy percent (70%) and employee thirty percent (30%).

- D. Life Insurance

The Board agrees to provide each full-time and regular part-time employee who works twenty (20) or more hours per week with \$30,000 Term Life Insurance. One hundred percent (100%) of the premiums for said insurance will be paid by the District.

- E. Board Liability

The Board will not be responsible nor liable for any employee claim turned down by the insurance company. The Board agrees to join with the Association on any litigation on behalf of an insured employee.

ARTICLE 14 – HOLIDAYS

14.01 All twelve-month employees shall have the following paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

All ten-month employees shall have 5 paid holidays.

All nine-month employees shall have 4 paid holidays.

ARTICLE 15 – COMPLIANCE CLAUSES AND DURATION

15.01 Cost

The expense of printing this Agreement shall be shared equally by the Board and the Association. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

15.02 Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party.

1. If by Association to Board at 612 Greeley St., Nashua, Iowa 50658
2. If by Board to Association at NPESSA President, 612 Greeley St., Nashua, Iowa 50658

15.03 Separability

If any provision of this Agreement is found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law. The Board and Association shall enter into negotiations to replace said provision. The remaining articles, sections, and clauses shall remain in full force and effect.

15.04

Duration

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents attested by their chief negotiators, and their signatures placed thereon.

N-P EDUC. SUPPORT STAFF ASSOC.

By _____
President

By _____
Chief Negotiator

Date _____

NASHUA-PLAINFIELD BOARD OF DIRECTORS

By _____
President

By _____
Chief Negotiator

Date _____

SCHEDULE "B"
HIRING SALARIES

Secretary	\$8.25
Teacher/Office Associate	\$6.85
Media Center Associate	\$7.80
H.S. Study Hall Associate	\$7.80
Food Service Manager	\$8.71
Food Service Building Head	\$7.80
Food Service Full-time (4 – 8 hours)	\$7.20
Food Service Part-time (2 – 3.75 hours)	\$7.05
Day Custodian Full-time	\$10.35
Night Custodian Full-time	\$ 9.05
Day Custodian Part-time	\$7.75
Night Custodian Part-time	\$6.70
Transportation Director/ Bus Mechanic	\$10.77
Bus Driver	\$34.99
Designated District Asbestos Coordinator	\$500.00